



Debra Lenik

Employment Update

1 message

Paul Birtel <paul.birtel@magfest.org>

Mon, Dec 28, 2020 at 1:04 PM

To:

Cc: hr@magfest.org

December 28, 2020

Dear Debra,

I regret to inform you that your employment with MAGFest, Inc., will be terminated immediately 12/28/2020 (Effective Date). This letter shall serve as notice of termination. Except as set forth in this letter, the Effective Date will be your employment termination date for all purposes, meaning you will no longer be entitled to any further compensation, monies or other benefits from MAGFest, including coverage under any benefits plans or programs sponsored by MAGFest.

Your final paycheck, including any earned pay, subject to all withholdings and deductions as required by law, through today will be paid in the next pay period.

If you timely and properly elect COBRA continuation coverage under the MAGFest Inc. tiered benefits plan, you shall be eligible to continue your coverage, pursuant to COBRA, and shall be responsible for the entire COBRA premium for the remainder of the applicable COBRA continuation period.

In addition, you will be offered four weeks of severance pay and 2 months of health insurance coverage, in consideration for your execution, non-revocation of, and compliance with the attached Separation and Release of Claims Agreement (Separation Agreement). Please review, fully execute, and return the executed Separation Agreement no later than close of business on December 30, 2020 by e-mail or hello sign to receive the offered severance benefits. We will be following this email with the hello sign document for your review. MAGFest recommends that you carefully review the Separation Agreement prior to executing it, and reach out to Paul Birtel if you have any questions during your review.

By the 1/12/21, you must return all MAGFest property, including access codes or devices, keys, laptops, computers, mobile phones, hand-held electronic devices, credit cards, audio equipment, marketing collateral, electronically stored documents or files, physical files and notes, and any other MAGFest property and information in your possession that you possess as a result of your employment. Please return this property and information to MAGFest within the next 2 calendar weeks.

This agreement survives your employment with MAGFest and remains in effect indefinitely. Maryland may also impose on you a continuing duty of loyalty, which prohibits you from disclosing MAGFest's confidential or trade secret information at any time during or following your employment with MAGFest.

If you have any questions about this letter or the agreement referenced herein, please contact Paul Birtel at Paul.Birtel@magfest.org. Please acknowledge your receipt of this letter, a copy of which will be provided for you/and email a copy of the letter back to MAGFest both to Paul.Birtel@magfest.org and legal@magfest.org. If you agree please state your agreement to the terms in the body of your return email.

--

Paul Birtel

Executive Director

MAGFest, Inc.

www.magfest.org

585-329-5495 | paul.birtel@magfest.org

schedule a meeting with me: <https://doodle.com/mm/paulbirtel/book-a-time>

my pronouns are he, him, his. [learn more](#)



Deb Term Letter template (2020.12.28)v3.pdf

91K